



JAN 30 2002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**PATENT**

gp 2185

27

July 4-01

Atty. Dkt. No:	5681-03000
Client Ref. No.:	P4649
Inventor(s):	Garnett & Harris
Serial No.:	09/938,800
Filing Date:	August 24, 2001
Examiner:	Unknown
Group Art Unit:	2185
Title:	PROTECTION FOR MEMORY MODIFICATION TRACKING

**CERTIFICATE OF FIRST CLASS MAIL**

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, Washington, DC 20231, on the date indicated below.

**B. Noel Kivlin**  
Name of Registered Representative

1-7-02  
Date

**Signature**

**POWER OF ATTORNEY BY ASSIGNEE  
AND REVOCATION OF PREVIOUS POWERS**

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Commissioner for Patents  
Washington, D.C. 20231

FEB 04 2002

Dear Sir/Madam:

Technology Center 2100

SUN MICROSYSTEMS, INC., ("assignee"), a Delaware corporation having a place of business at 901 San Antonio Road, Palo Alto, California 94303, certifies that to the best of assignee's knowledge and belief it is the assignee of the entire right, title, and interest in and to the above-referenced patent and represents that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

Assignee has reviewed the assignment documents that evidence the placement of title in the assignee, true and correct copies of which are attached hereto, and understands and believes that these assignment documents have been submitted for recordation in the U.S. Patent and Trademark Office.

Pursuant to 37 C.F.R. §1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and appoints

Kenneth Olsen	Reg. No. 26,493
Timothy J. Crean	Reg. No. 37,116
Alexander E. Silverman	Reg. No. 37,940
Anirma R. Gupta	Reg. No. 38,275
Sean P. Lewis	Reg. No. 42,798
Michael J. Schallop	Reg. No. 44,319
Noreen A. Krall	Reg. No. 39,734
Bernice B. Chen	Reg. No. 42,403
Richard J. Lutton, Jr.	Reg. No. 39,756
Marc D. Foodman	Reg. No. 34,110
Monica D. Lee	Reg. No. 40,696
Pavel Pogodin	Reg. No. P48,205
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Elaine K. Lee	Reg. No. 41,936
Hugh H. Matsubayashi	Reg. No. 43,779
Paul D. Sorkin	Reg. No. 39,039

Marilyn E. Glaubensklee	Reg. No. 35,521
Ramin Aghevli	Reg. No. 43,462
Andrew C. Chen	Reg. No. 43,544
Jeffrey L. Myers	Reg. No. 44,252

*each of said attorneys being employed by Sun Microsystems; and*

Mark Brightwell	Reg. No. 47,446
Kevin L. Daffer	Reg. No. 34,146
Mark R. DeLuca	Reg. No. 44,649
Jeffrey C. Hood	Reg. No. 35,198
Robert C. Jahnke	Reg. No. 44,800
B. Noël Kivlin	Reg. No. 33,929
Robert C. Kowert	Reg. No. 39,255
Lawrence J. Merkel	Reg. No. 41,191
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Doug Shamah	Reg. No. 45,093
Brenna Brock	Reg. No. 48,509
Mollie E. Hamel	Reg. No. 48,405
Mark Lupkowski	Reg. No. 49,010

*each of said attorneys or agents being a member or an associate of the firm of Conley, Rose & Tayon, P.C., as attorney or agent for so long as they remain with such company or firm, with full power of substitution and revocation, to prosecute the application, to make alterations and amendments therein, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Letters Patent.*

Pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Send all future correspondence to: B. Noël Kivlin  
CONLEY, ROSE & TAYON, P.C.  
P.O. Box 398  
Austin, Texas 78767-0398  
(512) 476-1400

Assignee of Interest: SUN MICROSYSTEMS, INC.  
M/S PAL 01-521  
901 San Antonio Road  
Palo Alto, CA 94303

Dated: December 20, 2001

By: 

Name: Kenneth Olsen  
Reg. No.: 26,493  
Title: Vice President, Intellectual Property

5681-03000



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

NOVEMBER 06, 2001

PTAS

CONLEY, ROSE & TAYON, P.C.  
B. NOEL KIVLIN  
P.O. BOX 398  
AUSTIN, TX 78767-0398



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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT Technology Center 2100

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/24/2001

REEL/FRAME: 012130/0380

NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GARNETT, PAUL JEFFREY

DOC DATE: 11/23/2000

ASSIGNOR:

HARRIS, JEREMY GRAHAM

DOC DATE: 11/23/2000

ASSIGNOR:

SUN MICROSYSTEMS LIMITED

DOC DATE: 11/23/2000

ASSIGNEE:

SUN MICROSYSTEMS, INC.  
901 SAN ANTONIO ROAD  
PALO ALTO, CALIFORNIA 94303

SERIAL NUMBER: 09938800  
PATENT NUMBER:

FILING DATE: 08/24/2001  
ISSUE DATE:

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012130/0380 PAGE 2

LAZENA MARTIN, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



09-07-2001



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1-31-92

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Paul Jeffrey Garnett  
Jeremy Graham Harris  
Sun Microsystems Limited

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of Conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: November 23, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of this application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: B. Noël Kivlin

Internal Address: Conley, Rose & Tayon, P.C.

Street Address: P.O. Box 398

City Austin State TX ZIP 78767-0398

6. Total number of applications & patents involved: 1

7. Total fee (37 CFR 3.41): .....\$ 40.00

Fee Authorization Form Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 501505/5681-03000/BNK  
(Attach a duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

B. Noël Kivlin

Name of Person Signing  
Reg. No. 33,929

Signature

Date

Total number of pages: 68

OMB No. 0651-011 (exp. 4/94)

09/07/2001 LNUELLER 00000020 501505 09930800

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09/938800  
08/24/01

ACKNOWLEDGEMENT by an Employee of the Right to apply for a Patent and AN ASSIGNMENT to have effect on the **TWENTY-THIRD DAY OF NOVEMBER 2000 BETWEEN**

PAUL JEFFREY GARNETT, of BRITISH nationality, of LITTLE ORCHARD, KNIGHTSBRIDGE ROAD, CAMBERLEY, SURREY, GU15 3TS, UNITED KINGDOM (hereinafter referred to as "Inventor") of the first part;

JEREMY GRAHAM HARRIS, of UNITED KINGDOM nationality, of 20 LODGE LANE, CHALFON ST. GILES, BUCKINGHAMSHIRE, HP8 4AF, UNITED KINGDOM (hereinafter referred to as "Inventor") of the second part;

SUN MICROSYSTEMS LIMITED, a UNITED KINGDOM company, having a place of business at BAGSHOT MANOR, GREEN LANE, BAGSHOT, SURREY, GU19 5NL, UNITED KINGDOM (hereinafter referred to as "Employer Company") of the third part; AND

SUN MICROSYSTEMS, INC., a corporation of Delaware, United States of America, having a place of business at 901 SAN ANTONIO ROAD CALIFORNIA 94043, UNITED STATES OF AMERICA (hereinafter referred to as "Parent Company") of the fourth part.

WHEREAS:-

- (A) Each Inventor claims to have made with his/her co-inventor(s) the Invention described in the Schedule (hereinafter referred to as "the Invention");
- (B) The Invention has been made by each Inventor during the period of his/her employment with the Employer Company and in the course of his/her normal duties with the Employer Company and by virtue of the terms of his/her employment with the Employer Company, the Invention is to be taken as between the Employer Company and the Inventor to belong to the Employer Company;
- (C) The Employer Company agrees to assign the Invention and the right to apply for a patent or patents relating to the said Invention to the Parent Company together with all rights title and beneficial interest in and arising therefrom.

NOW THIS AGREEMENT WITNESSES as follows:-

1. Each Inventor HEREBY ACKNOWLEDGES that the Invention and all rights therein including the right to apply for a patent or patents relating to the Invention belongs to the Employer Company, and in consideration thereof and pursuant thereto HEREBY ASSIGNS TO AND CONFIRMS the vesting in the Employer Company of:
  - (a) the whole of the property in the Invention throughout the world and any protection obtained at any time therefor and all rights title and interest which the Inventor may have or have been entitled to therein including all rights to bring proceedings for infringement thereof together with the full and exclusive benefit thereof; and
  - (b) the right to apply for and obtain or to enable others to apply for and obtain a patent or patents or any other form of protection in respect of the Invention both in the United States of America and throughout the world.

2. In pursuance of the agreement referred to in Recital (C) and IN CONSIDERATION of the sum of FIVE US DOLLARS, receipt of which is hereby confirmed, the Employer Company hereby assigns to the Parent Company all its rights in the Invention including the right to apply for a patent or patents and to exploit the Invention or any patent or other protection obtained in respect thereof TO HOLD the same unto the Parent Company absolutely.

3. Each Inventor hereby undertakes to the Parent Company that he/she will at the expense of the Parent Company execute all documents and do all such acts and things as the Parent Company may in its absolute discretion consider necessary or desirable to enable Letters Patent or any form of protection to be issued in respect of the Invention in any part or parts of the world and to vest the same in the name of the Parent Company or its nominee free from all encumbrances and to enable or to assist the Parent Company or its nominee to defend oppositions to grant thereof, to maintain the same when granted and to present and prosecute for the infringement thereof.

4. Each Inventor hereby warrants to the Employer Company and to the Parent Company:

- (a) that he/she has not assigned or agreed to assign to any person firm or company or otherwise encumbered the Invention or any other part of the rights therein and thereto;
- (b) that he/she has not disclosed and will not disclose the Invention to any person firm or company other than the Employer Company or the Parent Company except as directed by the Employer Company or the Parent Company;
- (c) that he/she will give to the Employer Company or the Parent Company all information in his/her possession or in his/her power relating to the Invention and the method of employing or using the same as the Employer Company or the Parent Company shall require;
- (d) that he/she knows of no reason why a valid patent or valid patents relating to the Invention should not be granted either to himself/herself or to his/her successors in title.

IN WITNESS thereof the parties have duly executed this document to have effect the day and year first above written

SCHEDULE

The invention is as described in the draft specification entitled:- "PROTECTION FOR MEMORY MODIFICATION TRACKING" (SUN REF: P4649).

SIGNED by the Inventor:



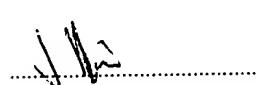
PAUL JEFFREY GARNETT

Witness



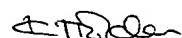
.....KEITH HOLDER

SIGNED by the Inventor:



JEREMY GRAHAM HARRIS

Witness



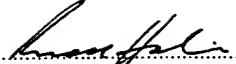
.....KEITH HOLDER

SIGNED for and on behalf of  
SUN MICROSYSTEMS LIMITED:

  
.....

MARK CURTIS  
SOLICITOR AND COMPANY SECRETARY  
SUN MICROSYSTEMS LIMITED

Witness

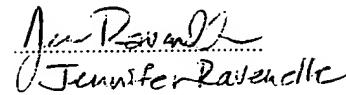
  
.....  
RUSSELL HARKIN

SIGNED for and on behalf of  
SUN MICROSYSTEMS, INC:

  
.....

KENNETH OLSEN  
VICE PRESIDENT INTELLECTUAL PROPERTY  
SUN MICROSYSTEMS, INC

Witness

  
.....  
JENNIFER RAISELTE